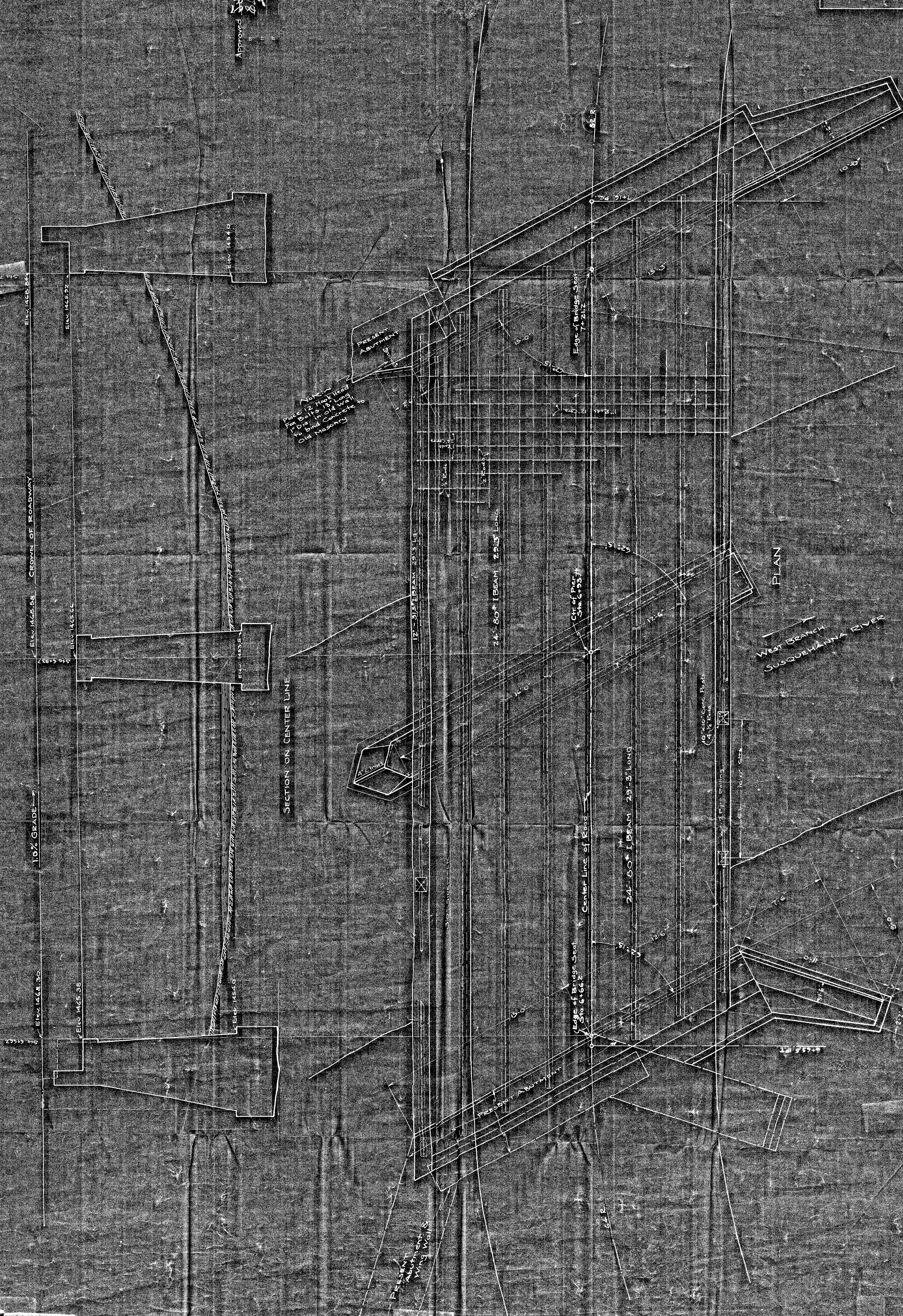


Approved
J. W. Cunningham
24 B. 2
County Engineer



SECTION ON CENTER LINE

PLAN

WEST BRANCH
SUSQUEHANNA RIVER

Not microfilmed

RO #1

Dec. Term

1919

CAMBRIA COUNTY
COMMISSIONERS' OFFICE

1920

CONTRACT AND SPECIFICATIONS
FOR THE CONSTRUCTION OF A
COUNTY BRIDGE

OVER

THE SUSQUEHANNA RIVER

IN

SPANGLER BOROUGH, CAMBRIA COUNTY, PA.

BY

THE ENGINEERING SERVICE CORPORATION,
JOHNS TOWN, PA.

AND

H. F. DORR, COUNTY ENGINEER.

EBENSBURG, PENNSYLVANIA.

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SPECIFICATIONS

DEFINITIONS

Wherever in these specifications, the contract, the proposal, the bond, or where shown or written on the drawings or on or in any other instrument of service the following terms or their proper pronouns, are used, the intent and meaning shall be interpreted as follows:

COUNTY-- County of Cambria, State of Pennsylvania.

COMMISSIONERS--The Commissioners of Cambria County, State of Pennsylvania.

ENGINEER.-- The Engineer appointed by the County Commissioners, or his representative, duly authorized by him and the County Commissioners.

INSPECTOR-- An authorized representative of the County Commissioners assigned to make any or all necessary inspection of the work performed and the materials furnished by the contractor or contractors.

BIDDER-- Any individual, firm or corporation submitting a proposal for the work or materials contemplated, acting directly or through a duly authorized representative.

CONTRACTOR-- Party of the contract, acting directly or through his agents or employees.

SURETY----- Two or more individuals or an incorporate body who or which is bound with and for the Contractor, who is primarily liable, and who or which engages to be responsible for the Contractors payment of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

PROPOSAL --- The approved prepared form on which the bidder is to or has submitted his, their or its proposal for the work contemplated.

DRAWINGS --- All drawings, reproductions of drawings or sketches pertaining to the construction of the bridge and its appurtenances.

SPECIFICATIONS--The dimensions, provisions and requirements contained herein, together with all written agreements made or to be made, pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.

CONTRACT----- The agreement covering the performance of the work, and the furnishing of materials in the construction of the bridge, the contract shall include the "Proposal", "Plans", "Specifications", "Notice to proceed," and "Contract Bond", also and all supplemental agreement which reasonably could be required to complete the construction of the bridge in a substantial and acceptable manner.

CONTRACT BOND--The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

NOTICE TO PROCEED- A notice to the contractor of the date on or before which he is to begin the prosecution of the work contracted for.

BRIDGE-----The concrete Bridge shown on drawing No. 27, Sheets No. 1 & 2, dated July 23, 1919, spanning West Branch of the Susquehanna River at Spangler, Pa.

It should be understood thoroughly by all concerned that all things contained herein, the "Instructions to Bidders", the "Award and Execution of Contract," the "General Provisions", the "Construction Details", also the "Proposal", the "Plans", the "Advertisement for Proposals", or "Notice to Contractors", the "Contract Bond", and the "Notice to Proceed", as well as any papers attached to or bound with any of the above, also any and all supplemental agreements made or to be made, are hereby made a part of these specifications and contract, and are to be considered one instrument. The intent is to make them explanatory one of the other. No papers attached to or bound with any of the above shall be detached therefrom as all are a necessary part thereof.

INSTRUCTIONS TO BIDDERS

The bidders attention is called to the fact that the estimate of the quantities of work to be done and materials to be furnished under these specifications and the accompanying drawings and as shown on the proposal form, is approximate and is given only as a basis, of calculation upon which the award of the contract is to be made, The Commissioners do not assume any responsibility that the quantities are correct, nor shall the contractor plead misunderstanding or deception because of such estimate of quantities, location or any other conditions pertaining thereto, the Commissioners reserve the right to increase or diminish any or all of the above mentioned quantities of work or of materials or to omit any of them as they deem necessary.

Approximate
Estimate of
Quantities

The bidder is required to examine carefully the site of and the proposals, plans, specifications and contract form for the work contemplated, and it will be assumed that he has judged for and satisfied himself as to the conditions of the work to be performed and materials to be furnished, and as to the requirements of these specifications and contract.

Familiarity
with Proposed
Work.

The bidder is assumed to have made himself familiar with all Federal and State Laws and local by-laws, ordinances and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in or upon the bridge, or in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the bidder or contractor shall discover any provisions in the plans, specifications or contract which is contrary to or inconsistent with any such law, by-law, ordinance or regulation, he shall forthwith report it to the engineer in writing.

Familiarity
with laws
etc.

The Bidder will be furnished by the engineer with proposal forms which will state the location and description of the bridge to be constructed and which will show the approximate estimate of the various quantities of work to be performed and materials to be furnished, the time in which the work must be completed, the amount of the "Proposal Guaranty" (which must accompany the proposal) and the dates and time of the opening of proposals. All papers bound with or attached to the proposal forms are a necessary part thereof and must not be detached.

Contents
of Propos-
al Forms.

The bidder must submit his proposal on the forms furnished by the Engineer. The blank spaces in the proposals must be filled in correctly, where indicated for each and every item for which a quantity is given, and the bidder must state the prices (written in ink, both words and numerals) for which he proposes to do each item of the work contemplated.

Instruc-
tions for
filling in
Proposal
Forms.

The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post-office address must be shown. If made by a firm or partnership, the name and post-office address of each member of the firm or partnership, must be shown. If made by a corporation, the person signing the proposal must show the name of the State under the Laws of which the corporation was chartered and the name, titles and business addresses of the resident, Secretary and Treasurer.

Signatures
of propos-
als

Proposals will be rejected if they show any omissions, alterations of forms, additions not called for, conditional or alternate bids, or irregularities of any kind.

Irregular
Proposals

No proposal will be considered unless accompanied by a "Proposal Guaranty" of the character and amount indicated in the proposal form, made to the Treasurer of County of Cambria, State of Pennsylvania.

Guaranty
to accompany
Proposal

Each proposal must be submitted in an envelope with the title of the work and the name of the bidder plainly written thereon, as shown in advertisement for bids.

Delivery of
Proposal

Proposals will be opened publicly and read on
at the Office of the County

Opening of
Proposals

Commissioners, at Ebensburg, Pa., Bidders or their authorized agents are cordially invited to be present.

No more than one proposal from an individual, a firm or a partnership, a corporation or an association under the same or different names will be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among the bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected. No contract will be awarded except to responsible bidders capable of performing the class of work contemplated.

Disqualifi-
cation of
Bidders.

AWARD AND EXECUTION OF CONTRACT

Right to reject Proposals.	The Commissioners reserve the right to reject any or all proposals and waive technicalities, as they may deem for the interests of the County.
Award of Contract.	The Contract will be awarded by the Commissioners at Ebensburg, Pa., to the lowest responsible bidder, within ten (10) days from the date of the opening of the proposals, reserving the right to reject any or all bids.
Return of Proposal Guaranty.	All proposals guaranties except the three lowest bidders will be returned within three (3) days after the opening of the bids. The guaranties of the three lowest bidders will be retained until the contract is executed when all of them will be returned.
Contract Bond Required.	The successful bidder, at the time of the execution of the contract, must deposit with the Commissioners a security in the sum equal to fifty (50) per centum of the amount of the contract award. The form of the bond shall be that attached hereto and made part hereof.
Execution of Contract.	The individual, firm or corporation to whom or to which the contract has been awarded shall sign the necessary agreements entering into a contract with the County, and return them to the office of the County Commissioners, at Ebensburg, within ten (10) days. No proposal shall be considered binding upon the County until the execution of the contract.
Failure to execute Contract.	Failure to comply with any of the requirements of the specifications and contract, or failure to enter in a sum equal to fifty (50) per centum of the amount of the award or to execute within ten (10) days, as specified, shall be just cause for the annulment of the award, or of the contract if executed, and it is understood by the bidder, in the event of the annulment of the award, or of the contract, that the amount of the guaranty deposited with the proposal shall be forfeited to the use of the County, not as a penalty, but as liquidated damages.
Subletting or assigning of contract.	The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the Commissioners.
Patent Fees Royalties and Licenses	If the Contractor is required or desires to use any design, device, materials, or process covered by letters patent or copyright he shall provide for such use by suitable agreement with the patentee or owner and a copy of this agreement shall be filed with the Engineer. If no such agreement is made or filed as noted, the Contractor and the surety shall indemnify and save harmless the County from any and all claims for infringement by reason of the use of any patented design, device, material or process, or any trade mark or copyright in connection with the work agreed to be performed under the contract, and shall indemnify the County for any costs, expense and damages which it is obliged to pay, by reason of any infringement, at any time during the prosecution or after the completion of the work.

GENERAL PROVISIONS

Permits and Licenses. The Contractor shall procure all licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

Plans, etc., to be followed. The approved plans, drawings, profiles and cross-sections on file in the office of the engineer, will show the location, details and dimensions of the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications, in all cases, will be determined by the engineer and authorized in writing.

Interpretation of Plans, etc. On all plans, drawings, etc., the figural dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications and the engineer shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the plans as construed by him, and his decision shall be final.

Special Work Requirements Should any construction or conditions which are not covered by the standard specifications be anticipated on any proposed work, "Special provisions" for such work will be stated on or attached to the proposal form and shall be considered a part of these specifications the same as though contained fully herein. Should any such special provisions or requirements conflict with these specifications "Special provisions" shall govern.

Alteration of Plans or Character of Work. The Engineer reserves the right, with approval of the County Commissioners, to make such alterations in the plans or in the character of the work as may be considered necessary or desirable from time to time to complete fully and perfectly the construction of the bridge, provided such alterations do not change materially the original plans and specifications, and such alterations shall not be considered as a waiver of any condition of the contract nor to invalidate any of the provisions thereof. Should such alterations in the plans result in an increase or decrease of the quantity of work to be performed, the Contractor shall accept payment in full at the contract unit prices for the actual quantities of work done; or should such alterations in the character of the work be productive of increased cost or result in decreases cost to the Contractor, a fair and equitable sum therefor, to be agreed upon in writing by the Contractor and the Commissioners before such work is begun, shall be added to or deducted from the Contract Price, as the case may be. No allowance will be made for anticipated profits.

Additional Work. The Contractor shall perform such work, in additional quantities other than those designated in the approximate estimate, as may be deemed necessary to complete fully the bridge as planned and contemplated and shall receive for such additional work, payment in full, at the prices shown in the contract and in the same manner as if such work had been included in the original estimate of quantities.

Work done without lines and grades being given, work done beyond the lines and grades shown on the plans as given, except as herein provided, or any extra work done without written authority will be considered as unauthorized work and at the expense of the Contractor and will not be measured or paid for by the County. Work so done may be ordered removed and replaced at the Contractor's expense.

Unauthorized
Work.

The Contractor shall begin the work to be performed under the contract on such a date as the Engineer shall notify him to proceed. Commencement of work by the Contractor shall be deemed and taken as a waiver of this notice on his part. The place where the work is to be started either will be stated in the "Notice to Proceed" or will be designated on the ground. The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time set forth in the proposal. Should the prosecution of work for any reason be discontinued by the contractor, with the consent of the Engineer, he shall notify the Engineer at least twenty-four hours before again resuming operations.

Prosecution
of work

The Contractor shall employ such superintendents, foreman and workman as are careful and competent, and the Engineer may demand the dismissal of any person or persons employed by the contractor in, about or upon the work who shall misconduct himself or be incompetent or negligent in the due and proper performance of his or their duties or any of them, or neglects or refuses to comply with the directions given, and such persons or persons shall not be employed again thereon without the written consent of the Engineer. Should the contractor continue to employ on again employ such person or persons, the Commissioners may withhold all estimates which are or may become due, or the Engineer may suspend the work until such orders are complied with. The contractor shall furnish such equipment as is considered necessary for the prosecution of the work, in an acceptable manner and at a satisfactory rate of speed. Equipment on any portion of the work shall be such that no injury to adjacent property or highways will result from its use.

Character of
Workmen and
Equipment

The contractor will be supplied by the Engineer with two copies of the plans and of the specifications and he shall have available on the work at all times, during the prosecution of the work, one copy each of said plans and specifications. He shall give the work his constant attention to facilitate the progress thereof and shall co-operate with the Engineer in every way possible. He shall have at all times a competent and reliable English-speaking representative on the work, authorized to receive orders and to act for him.

Co-operation
of Contractor
required.

The Contractor at all times shall observe and comply with all Federal and State laws and local by-laws, ordinances and regulations in any manner affecting the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the County and all its officers, agents and servants against any claims or liability arising from or based on the violation of any such law by-law, ordinance, regulation, order or decree, whether by himself or his employees.

Laws to be
Observed.

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the State department of health or any other bodies or tribunals having jurisdiction of health or any other bodies or tribunals having jurisdiction therewith. He shall commit no public nuisance.

Sanitary
Provisions.

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care, so as not to endanger life and property, and whenever directed the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly, "DANGEROUS-EXPLOSIVES", and shall be in the care of a competent watchman at all times.

Use of
Explosives.

The Contractor shall indemnify and save harmless the County and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person or persons, or any property by or from the said Contractor or by or in consequence of any neglect in safeguarding the work, or through the use of any unacceptable materials in constructing the bridge or by or on account of any act or omission, neglect or misconduct of said Contractor, or by or on account of any claims or accounts recovered for any infringement of patent, trade mark or copyright, or from claims or accounts arising or recovered under the "Workmen's Compensation Law," or any other law, ordinance or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the Commissioners, may be retained for use of the County, or in case no money is due, his surety shall be held until suit or suits, action or actions, claim or claims, for injuries or damages aforesaid, shall have settled and suitable evidence to that effect furnished to the Commissioners.

Responsibility
for Damages,
Claims, etc.

Until acceptance of the bridge by the Commissioners it shall be under the charge and care of the Contractor, and he shall take every precaution necessary against injury or damage to the bridge or to any part thereof by the action of the elements, or from floods, or any other cause whatsoever, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damages to any portion of the bridge occasioned by any of the above causes before its completion and acceptance.

Contractor's
Responsibility
for Work

All tests of materials shall be made by the Engineer at a Laboratory selected by the County or at such other places as may be necessary. The Contractor shall furnish every facility and assistance necessary for such tests and the contractor shall pay for all the expenses involved in making such tests that the Engineer may deem necessary.

Test of
Samples of
Materials.

To prevent misunderstanding and litigation, the Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of said work, and shall decide all questions which may arise as to the interpretation of any of plans relating to the work and of the specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and the Engineer shall determine the amount and quantity of the several kinds of work performed and materials furnished which are to be paid for under the contract, and such decision and estimate shall be final and conclusive, and such estimate, in case any question shall arise, shall be a condition precedent to the right of the contractor to receive any money due under the contract. Any doubt as to the meaning of or any obscurity as to the wording of these specifications and contract will be explained by, and all directions and explaining requisite or necessary to complete, explain or make definite any of the provisions of the specifications or contract and to give them due effect, will be given by the Engineer.

ENGINEER TO
BE REFEREE

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the bridge, unless otherwise permitted. No material which has been rejected, the defects of which have been corrected or removed, shall be used until approval has been given. All work which has been rejected or condemned shall be remedied or if necessary removed and replaced in an acceptable manner by the Contractor at his own expense.

DEFECTIVE
MATERIALS
AND WORK

Should the Contractor fail or refuse to remove and renew any defective materials used or work performed previously, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of these specifications, within the time indicated in writing. The Engineer shall have the authority to cause the unacceptable or defective materials or work to be removed and renewed or such repairs to be made at the Contractor's expense. Any expense incurred by the County in making these removals or repairs or renewals, which the Contractor has failed or refused to make, shall be paid for out of any money due or which may become due the Contractor or may be charged against the "Contract Bond" deposited; and continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the Commissioners to declare the contract forfeited, in which case the Commissioners, at their option, may purchase materials, tools and equipment and employ labor or may contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the "Contract Bond" deposited. Any work performed, as described in this paragraph, shall not relieve the Contractor in any way from his responsibility for the work performed by him.

FAILURE TO
REMOVE AND RENEW
DEFECTIVE MA-
TERIALS AND
WORK.

The Engineer shall have the authority to suspend the work wholly or in part, for such periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessarily due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of drains, etc., and erect temporary structures where necessary. The Contractor shall not suspend the work without authority.

TEMPORARY
SUSPENSION
OF WORK.

¹ The Contractor shall perform fully, entirely and in an acceptable manner the work contracted for within the time stated in the contract. In adjusting the contract time for the completion of the bridge, the length of time for the completion of the bridge, the length of time expressed in days and parts of days, during which the prosecution of the work has been delayed or suspended in consequence of the unsuitable condition of the weather or other unfavorable conditions, or by any act or omission of the County and not by any fault of the Contractor, shall be allowed the Contractor and excluded from the computation in making said adjustment, all of which shall be determined by the Engineer, who shall certify there- to in writing and whose determination and certification shall be binding and conclusive upon both parties to the contract. Sundays and all legal holidays during which no work has been performed shall be excluded from said computation. If the satisfactory execution and completion of the contract shall require work or material in greater amounts or quantities than those set forth in the contract, then the contract time shall be increased in the same proportion as the additional work bears to the original work contracted for. No allowance shall be made for delay or suspension of the prosecution of the work due to fault of the Contractor.

COMPUTATION
CONTRACT TIME
FOR COMPLETION
OF THE BRIDGE

For each working day that any work shall remain uncompleted, after the time specified in the proposal and contract and allowed by the Engineer for the completion of the work provided for in these plans, specifications and contract, the sum of Ten Dollars (\$10.00) per Diem shall be deducted from the moneys due the Contractor, not as a penalty, but as liquidated damages.

FAILURE TO
COMPLETE WORK
ON TIME

If the Contractor fails to begin the work under contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty eight (48) hours, or shall make an assignment for the benefit of creditors or from any other cause whatsoever shall not carry on the work in an

ANNULMENT
OF
CONTRACT

acceptable manner, the Engineer shall give notice in writing to the Contractor and his Surety, of such delay, neglect or default, specifying the same, and if the Contractor, within a period of ten (10) days after such notice shall not proceed in accordance therewith, then the County, with the approval and under the supervision of the said Commissioners or Inspector shall, upon written certificates from the Engineer of the fact of such delay, neglect or default and the Commissioners failure to comply with such notice have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate and use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in its opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the County together with the costs of completing the work under contract, shall be deducted from any moneys due or which may become due said Contractor, in Case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and the Surety shall be liable and shall pay to the County the amount of said excess.

PARTIAL
PAYMENT

On or about the tenth (10) day of each month the Engineer will make an estimate in writing, of the materials in place complete and the amount of work performed during the preceding month and the value thereof figured at the unit prices contracted. From the total of the amount so ascertained an amount equal to ten (10) per centum of the whole will be deducted and retained by the Commissioners until after the completion of the whole work in a satisfactory manner to the Engineer, and in accordance with the Contract, specifications and drawings.

NO WAIVER
OF LEGAL
RIGHTS

The Commissioners, or the Engineer shall not be precluded or stopped by any measurement, estimate or certificate, made or given by them, or by any agent or employee of the county, under an provision, or provisions, of the contract at any time either before or after the completion and acceptance of the bridge and payment thereof pursuant to any measure, estimate or certificate, from showing the true and correct amount and character of the work performed and materials furnished by the Contractor, or from showing, at any time, that any such measurement, estimate or certificate is untrue or incorrectly made in any particular, or that the work or materials, or any part thereof do not conform in fact to specifications and contract, and the county shall have the right to reject the whole or any part of the aforesaid work or materials, should the said measurement, estimate, certificate or payment be found, or be known to be inconsistent with the terms of the Contract, or otherwise improperly given, and the County shall not be precluded and estopped, notwithstanding any such measurement, estimate, certificate and payment in accordance therewith, from demanding and recovering from the Contractor and his Surety such damages as it may sustain by reason of his failing to comply with the terms of the specifications and contract. Neither the acceptance

of the Commissioners, the Engineer or any agent or employee of the County, not any certificate by the commissioners for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the County the Commissioners or Engineer, not any extension of time nor any possession taken by the County or its employees, shall operate as waiver of any portion of the contract or of any power herein reserved by the County, or any right to damages herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any other or subsequent breach.

CONSTRUCTION DETAILS

The general location and elevation of the structure at the proposed site will be determined by the Engineer, but the Contractor shall assume full responsibility for the alignment, elevations, and dimensions of each and all parts of the work and their material agreement.

LOCATION AND ALIGNMENT

Excavation shall consist of clearing and grubbing, and excavating, without classification, and removal of excavated material to points designated by the Engineer, to the depth shown on the drawing and one foot wider than the footings shown on drawings.

EXCAVATION.

If directed by the Engineer, the Contractor shall carry the excavation deeper and this cost shall be covered as follows: viz: For the first two feet or fraction thereof below elevation shown on the plans, the price shall be the same as that given in the proposal and for each additional foot in depth the price per cubic yard shall be increased by 10% of the price given in the proposal.

After the excavation is completed the Contractor shall notify the Engineer who shall make an inspection of the depth and character of the foundation. No concrete shall be placed until after the Engineer has approved the depth and character of foundation material.

CEMENT.

The cement should meet the requirements of the current standard specifications for portland cement of the American Society for Testing Materials. Adequate provision should be made for storage of cement on the work and for protection against dampness in storage.

AGGREGATES.

Before delivery on the job contractors should submit to the engineer a fifty (50) pound sample of each of the aggregates proposed for use. These samples should be so selected as to represent fairly the average quality and grading of the aggregates in question. The samples submitted should be tested and, if found to pass the requirements of the specifications, similar material should be considered as acceptable for the work. In no case should aggregate containing frost or lumps of frozen materials be used.

Fine and coarse aggregates should not be piled so near each other that the edges of the piles overlap. Aggregates should preferably be stored on a platform so that the material in the bottom of the pile will not become mixed with the ground during wet weather.

**FINE
AGGREGATE**

Fine aggregate should consist of natural sand screenings from hard, tough, crushed rock or pebbles, graded from fine to coarse, with the coarse particles predominating. Fine aggregate when dry should pass a screen having four (4) meshes to the linear inch. Not more than twenty-five (25) per cent should pass a sieve having fifty (50) meshes per linear inch, and not more than six (6) per cent should pass a sieve having one hundred (100) meshes per linear inch. Fine aggregate should not contain injurious vegetable or other organic matter, not more than seven (7) per cent by volume of clay or silt as determined by washing the sand thoroughly in one hundred (100) per cent excess of water and allowing the silt to settle for one (1) hour. Field tests should be made by the engineer on the fine aggregate as delivered at different times during the progress of the work and, if the above requirements regarding organic matter and silt are not fulfilled, the material represented by the samples should be rejected.

**COARSE
AGGREGATE**

Coarse aggregate should consist of clean, durable crushed rock or pebbles graded in size, free from vegetable or other organic matter and should be practically free from soft, flat or elongated particles. The coarse aggregate should be well graded from $1\frac{1}{2}$ inches down (1-inch for re-inforced concrete), not more than five (5) per cent passing a screen having four (4) meshes per linear inch.

**RUBBLE
STONE**

For large mass work "one-man" stones may be embedded in the concrete provided that they are not placed nearer than (6) inches to the outer surface of the concrete and not closer to each other than six (6) inches. The quantity of stone used should not exceed thirty (30) per cent of the cubical contents of the wall or foundation.

**MIXED
AGGREGATE**

Crusher-run stone, bank-run gravel or mixtures of fine and coarse aggregate prepared before delivery on the work should not be used, because the ratio of fine to coarse material varies so widely as to lead to mixtures of greatly varying proportions.

WATER.

Water should be clean and free from oil, acid, alkali or vegetable matter.

REINFORCEMENT

Re-inforcing metal shall meet the requirements of the current standard specifications for steel reinforcement of the American Society for Testing Materials. It shall be free from excessive rust, scale, paint or coating of any character which would tend to reduce or destroy the bond. Either plain or deformed steel bars should be used unless otherwise specified by the engineer. When deformed bars are used they shall have a net cross-sectional area equivalent to that of the plain bars shown on the plans. All re-inforcing metal shall be so stored and cared for at the work as to insure its being placed in the structure in a clean condition.

**JOINT
FILLER.**

The expansion joint filler should be a suitable elastic waterproof compound which will not become soft and run out in hot weather, nor hard and brittle and chip out in cold weather; or else prepared strips of fibre matrix and bitumen as approved by the engineer.

Forms.

Forms shall be substantial, unyielding and so constructed that the concrete conforms to the designed dimensions and should also be tight to prevent the leakage of mortar, and shall be filleted at all sharp corners. The forms for exposed surfaces shall be sound lumber, planed, planed to a uniform thickness, either tongued and grooved, or with edges beveled to make tight joints after erection. Special attention shall be given shores for beams, girder and slab work, supports, in order to insure the completion of the work without sagging and deformation. The supports for bridge floors, beams girders shall remain in place for at least twenty one days.

The forms shall be painted with boiled linseed oil or other equally good preparation to prevent the concrete from adhering to the same. Crude oil or any material such as tar paper, that will stick to or discolor the concrete, shall not be used.

Placing reinforcement

Reinforcement shall be placed in the exact location shown on the plans and wired at intersections so that it will not become disarranged during the depositing of the concrete. Where bars are spliced, a length of lap sufficient to develop the full strength of bar should be used. If clips of an approved design or other method of rigidly connecting the bars of a reinforcing member be used, the length of lap may be decreased an amount depending upon the individual nature of the connections. Splices at points of maximum stress shall be avoided.

Steel shall not be laid directly on forms and raised during placing of concrete by prying it up and working concrete under it. The steel shall be laid on small stones or blocks of concrete which may remain when the concrete is placed. All steel shall be securely placed before concrete is deposited.

MEASURING AND MIXING.

Measuring:

The method of measuring the materials for the concrete or mortar, including water, shall be one which will insure separate and uniform proportions of each of the materials at all times. A sack of portland cement (94) pounds net shall be considered as one (1) cubic foot.

Machine mixing.

All concrete shall be mixed by machine except when the engineer otherwise permits under special conditions. A batch mixer of an approved type shall be used. The ingredients of the concrete or mortar shall be mixed to the specified consistency and the mixing shall continue at least one (1) minute after all materials are in the drum before any part of the batch is discharged from the drum. The drum shall be completely emptied before receiving materials for the succeeding batch. The volume of the mixed material used per batch shall not exceed the manufacturer's rated capacity of the drum in cubic feet of mixed material. The mixer shall be equipped with water storage and a measuring device which can be locked, also with suitable charging hopper.

Hand mixing:

When it is necessary to mix by hand the materials shall be mixed dry on a watertight platform until the mixture is of uniform color, the required amount of water added and the mixing continued until the mass is of uniform consistency and homogeneous. The concrete shall be placed in the work within thirty (30) minutes after the water is added to the dry materials.

Retempering: Retempering of mortar or concrete which has partially hardened, that is, remixing with or without additional materials or water, will not be permitted.

GRAVITY ABUTMENTS, WING WALLS AND PIERS.

Proportions: The concrete for abutments and wing walls shall be mixed in the proportions of one (1) sack of portland cement to not more than two and a half (2½) cubic feet of fine aggregate and five (5) cubic feet of coarse aggregate.

Consistency: Sufficient water shall be added to the dry materials to produce a concrete of a consistency such that it will flow slowly into the forms, but can be handled to place without a separation of the coarse aggregate from the mortar.

Placing: The concrete shall be placed in a manner which will permit the most thorough compacting and shall be worked and spaded into all recesses of the forms. Concrete shall be deposited in its final position as soon as possible after mixing and before it has begun to harden. Where the work is interrupted so that layer of the concrete shall have hardened before the next can be applied, the upper surface shall be left level, roughened and cleaned, and shall then be covered until the work is resumed, at which time the surfaces shall be cleansed of all foreign material, then drenched and slushed with a mortar consisting of one (1) sack of portland cement and two and a half (2½) cubic feet of fine aggregate. The concrete shall be placed in continuous horizontal layers and vertical joints avoided whenever possible.

Concrete shall not be placed in water unless permitted by the Engineer.

BRIDGE FLOORS, BEAMS AND GIRDERS.

Proportions: Concrete should be mixed in the proportions of one (1) sack of portland cement to not more than two (2) cubic feet of fine aggregate and three (3) cubic feet of coarse aggregate.

Consistency: Sufficient water shall be added to the dry materials to produce a concrete of a consistency such that it will flow slowly into the forms, but can be handled to place without a separation of the coarse aggregate from the mortar.

Placing: The concrete shall be placed in a manner to insure a smooth surface next to the forms and shall be thoroughly spaded and worked around the metal reinforcement and into the recesses of the forms.

Concrete shall be deposited to the full thickness of the floor and should be brought to the surface of the established grade of the bridge floor. Workmen should not be allowed to walk on the freshly laid concrete.

Surface Finish: Immediately after the forms have been removed, all projections and irregularities on exposed surfaces shall be removed and all cavities neatly filled with mortar. Enough 1:2 cement and sand mortar should be used to fill the cavities but no plastering will be permitted.

All exposed surfaces shall be finished to give a smooth and neat appearance, and shall be scrubbed or otherwise finished in an approved manner as directed by the engineer.

Protection: Surfaces shall be protected from sun and wind and the concrete sprinkled in dry weather so that the whole surface is kept wet for a period of at least one week. Floors shall preferably be covered with damp earth, which shall be kept wet by frequent sprinkling for at least ten days or until thorough hardening of the concrete is insured.

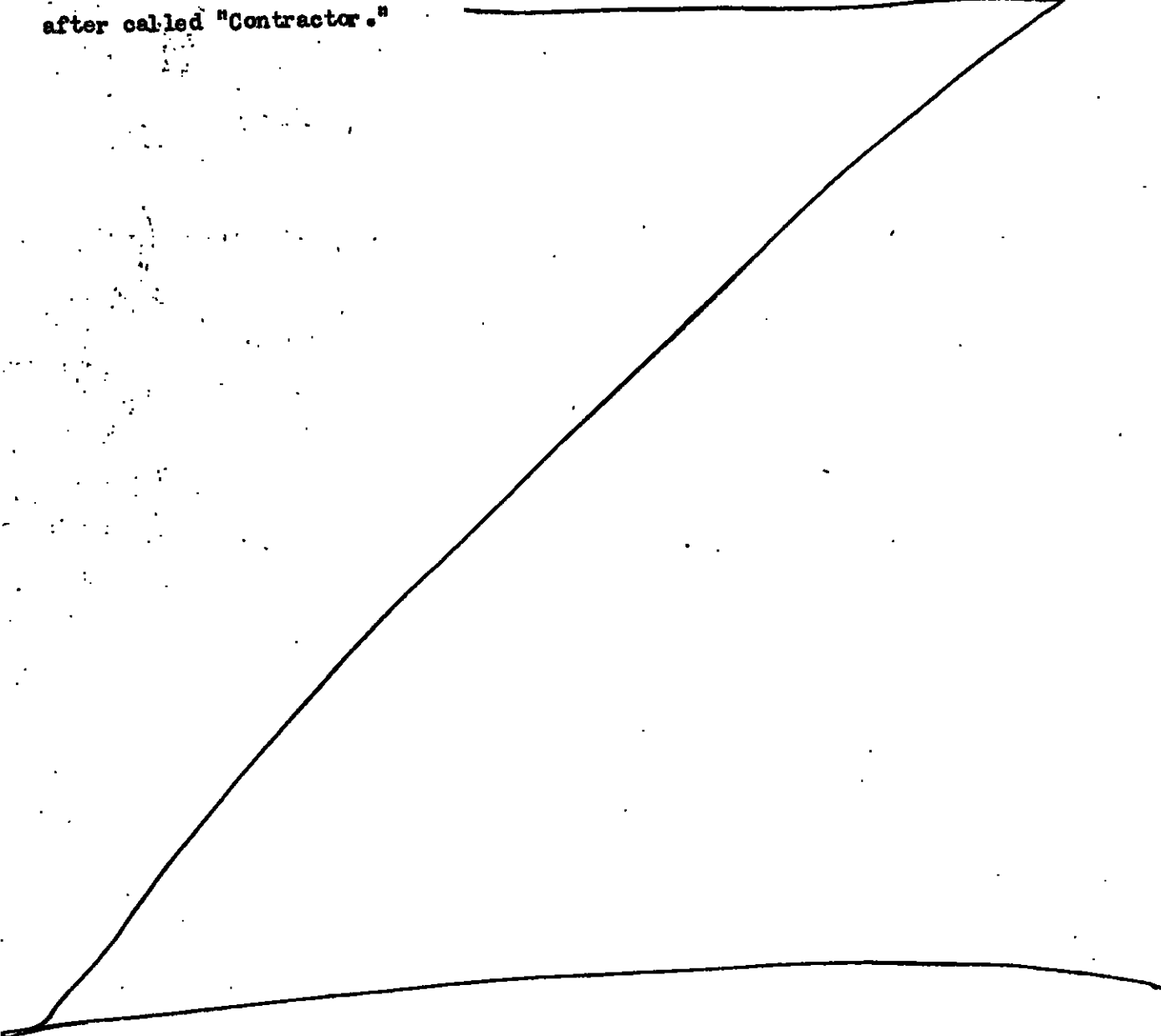
Temperature If at any time during the progress of the work the below 35 F: temperature is below, or in the opinion of the engineer will within twenty four (24) hours drop to, thirty-five (35) degrees F., the aggregates and mixing water shall be heated and adequate precautions taken to protect the work from freezing for at least seven (7) days.

Hot weather: Freshly placed concrete when exposed to extremely hot weather and strong sunlight shall be protected by frequently watering the surfaces and covering for seven (7) days after being placed, to keep it from drying out too rapidly.

Drainage of floors: The floors of all slab and girder bridges shall be provided with suitable drain scuppers at frequent intervals.

ARTICLE OF AGREEMENT

THIS AGREEMENT, made this 24th day of August,
by and between the County of Cambria and State of Pennsylvania, by the Board
of County Commissioners, hereinafter called "County" as party of the first part,
and Fred E. Trimpey and J. N. Whipkey
of Casselman, Somerset Co. Pa, trading and doing business under
the firm name of Trimpey and Whipkey, his, her or their
heirs, executors, administrators or assigns, party of the second part, herein-
after called "Contractor."



WHEREAS, It is necessary to build a new bridge, spanning the West Branch of the Susquehanna River. The Commissioners of Cambria County have had plans and specifications and this contract prepared by the Engineering Service Company, Johnstown, Pennsylvania and H. F. Dorr, County Engineer, Ebensburg, Pa.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the Contractor for an in consideration of the payment or payments herein specified and agreed to by the County, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor as shown on schedule required in the construction of the above mentioned bridge in accordance with plans and specifications herein above mentioned, at the unit prices bid by the said Contractor for the respective estimated quantities, aggregating approximately the sum of TWELVE THOUSAND TWO HUNDRED NINETY and THIRTY ONE-HUNDREDTH (\$12290.30) DOLLARS and such other items as are mentioned in the original proposal, which Proposal and prices named, together with the foregoing specifications and plans are made a part of this contract and accepted as such.

The Contractor further covenants and agrees that all of said work and labor shall be done and performed in the best and most workmanlike manner and that all and every said materials and labor shall be in strict and entire conformity, in every respect, with the said specifications and plans and shall be subject to the inspection and approval of the County Engineer, ~~and~~ and if in any case any of said material or labor shall be rejected by the above mentioned Engineer as defective or unsuitable, then the said materials shall be removed and replaced by other approved materials and the said labor shall be done anew to the satisfaction of the said County Engineer at the cost and expense of the Contractor.

The Contractor further covenants and agrees that all and every of the said materials shall be furnished and delivered and all and every of said labor shall be done and performed in every respect to the satisfaction and approval of the County Engineer, aforesaid, on or before and

It is expressly understood and agreed that in case of failure on the part of the Contractor for any reason except with the written consent of the Commissioners, to complete the furnishing and delivery of the said materials and the doing and performance of said work, on or before the *expiration of one hundred and fifty working days* ~~day~~ ^{day} of ~~the~~ ^{the} County has the right to deduct from any moneys due or which may become due the Contractor, or if no moneys shall be due, the party of the first part, the County shall have the right to recover the amount of TEN (\$10.00) dollars per day for each and every day elapsing between the time stipulated for the completion and the actual date of completion, in accordance with the terms hereof; said deduction to be made or said sum to be recovered, not as a penalty, but as liquidated damages. Provided, however, that, upon receipt of written notice from the Contractor of the existence of causes, over which he, said Contractor, has no control and which must delay the completion of the work, the Commissioners may, at their discretion, extend the period hereinbefore specified for the completion of said work, and in such case the Contractor shall become liable for said liquidated damages for delays commencing from the date on which said extended period shall expire.

In case any question or dispute arises between the parties hereto respecting any matter pertaining to this contract or any part thereof, the said questions or disputes shall be referred to the said Board of County Commissioners, whose decision shall be final, binding and conclusive upon all parties.

The Contractor shall accept, in so far as the work covered by this contract is concerned, the provision of the Workmen's Compensation Act of 1915, and any supplements or amendments thereto, and shall insure his liability thereunder, or file with the State Highway Department a certificate of exemption from insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry.

It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the County, arising out of or by reason of the work done or materials furnished under this contract.

The Bond given by the Contractor, in a sum equal to One Hundred (100) per centum of the contract price of the work to be done, to secure a proper compliance with the terms and provisions of this contract, is hereto attached and made a part hereof.

It is also understood and agreed that the times hereinbefore mentioned for the completion of this work be subject to delays caused by wars, strikes or for any other reason which are clearly beyond the control of the Contractor.

The Contractor hereby further agrees to receive the prices set forth in the following schedule for furnishing all the materials and labor which may be required in the prosecution and completion of the work to be done or materials furnished under this contract or agreement, and in all respects to complete the said contract to the satisfaction of the Commissioners and the County Engineer.

Upon the completion of the work herein contracted for to the satisfaction of the County Commissioners and County Engineer the County Commissioners agree to present their Petition to the Court of Quarter Sessions of Cambria County for the appointment of inspectors as required by law, and upon favorable report being made by said inspector, and approval by the Court, the final payment for the work shall be payable.

Aggregate amt. at unit prices (\$.....)\$.....
This contract is made and executed in the State of Pennsylvania
by the execution thereof by the County.

It is distinctly understood and agreed by the parties to this contract that the monthly estimates furnished by the Engineer to the Contractor as provided for in Specifications shall be promptly paid to the contractor, and said estimates shall be furnished on or about the tenth day of each and every month and if for any reason the County fails to make payment of the said monthly estimates, then the Contractor may suspend work after giving ten days written notice of intention so to do to the said County, if at the expiration of the said ten days notice the amount then due on said estimate to the Contractor has not been fully paid; provided, however, that work shall be immediately resumed upon the payment of said deferred amounts to the contractor by the County, and provided still further that the Contractor shall not be allowed any extension of time by reason of the above suspension other than the actual time by which said work shall be delayed by reason of said non payment nor shall any claim for damages by reason of said non payment or suspension be made by the Contractor.

And it is further distinctly agreed that the said Contractor shall not assign this contract, nor any part thereof, nor any right to any moneys, to be paid him thereunder, nor shall any part of the work be done, or materials furnished under said contract be sublet, without the consent, in writing, of the Board of County Commissioners.

(Incorporated firms sign below.)

~~IN WITNESS WHEREOF the members of the Board of County Commissioners by authority in them vested, have hereunto subscribed their names on behalf of the County of Cambria and the said has hereunto attached its corporate seal, duly attested by the signatures of its duly authorized officers, the day and year first above written.~~

COUNTY COMMISSIONERS OF CAMBRIA COUNTY.

By _____

Attest: _____

Attest: _____

Secretary

Contractor

By _____

President

By _____

Individual contractors or partnership firms sign below

IN WITNESS WHEREOF, the members of the Board of County Commissioners, by authority in them vested, have hereunto subscribed their names on behalf of the County of Cambria, and the said *Trimpsey and Whiskey*

have

hereunto set *their* hand and seal the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF CAMBRIA COUNTY.

By *[Signature]*
[Signature]
[Signature]

Attest:

[Signature]
Secretary. Clerk

Trimpsey & Whiskey (SEAL)
F. E. Trimpsey (SEAL)
J. N. Whiskey (SEAL)
(SEAL)

Witnesses:

[Signature]
[Signature]

Approved:

BOND

KNOW ALL MEN BY THESE PRESENTS; That we Fred E. Trimpey
and J. N. Whipkey, trading as Trimpey and
Whipkey

hereinafter called the "Principal", and _____

STATE OF MARYLAND FIDELITY AND GUARANTEE COMPANY

a corporation incorporated under the laws of the State of _____
Maryland hereinafter called the "Surety", are held and
firmly bound unto the County of Cambria and State of Pennsylvania
in the full and just sum of TWELVE THOUSAND TWO HUNDRED NINETY and THIRTY
ONE-HUNDREDTH (\$12,290.30) DOLLARS

lawful money of the United States of America, to be paid to the said
County of Cambria, or its successors and assigns, to which payment
well and truly to be made and one, we bind ourselves, ^{our heirs} / our successors
and assigns, jointly and severally, firmly by theses presents.

SEALED with our respective seals and dated this 24th
day of August 1920.

WHEREAS the above bounded "Principal" has entered into a
contract with the said County of Cambria, by and through its
Board of County Commissioners, bearing even date herewith, for
doing certain work or furnishing certain materials, all of which
designated by a unit price written on the Schedule of prices
contained in the contract attached hereto, required in the con-
struction of a bridge over the Susquehanna River, in the Borough
of Spangler, Cambria County, Pennsylvania, for approximately the
sum of Twelve Thousand Two Hundred Ninety and
30/100 Dollars (\$12,290³⁰/₁₀₀)

STATE OF MARYLAND, }
CITY OF BALTIMORE, } ss:

On this 24th day of August 1920 before me appears
SIDNEY HALL Vice President of the UNITED STATES FIDELITY
AND GUARANTY COMPANY, of Baltimore City, Maryland, with whom I am personally acquainted, who
being by me duly sworn, says that he is Vice President of the UNITED STATES FIDELITY
AND GUARANTY COMPANY; that he knows the Corporate seal of the Company; that the seal affixed to the
foregoing instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said
Company; that he signed said instrument as Vice President of said Company by like authority. The said
SIDNEY HALL further says that he is acquainted with
WM. M. PEURAM. and knows him to be the Asst.
Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY; that the signature
WM. M. PEURAM of the said WM. M. PEURAM subscribed to the said instrument is the
genuine handwriting of the said WM. M. PEURAM and was thereto
subscribed by like order of said Board of Directors.

My commission expires FIRST MONDAY IN MAY 1922.

[Signature]
Notary Public.

WHEREAS, it was one of the conditions of the award of the said Board of County Commissioners, acting for and on behalf of the said County of Cambria pursuant to which said contract was entered into, that these presents should be executed.

NOW, THEREFORE, The condition of this obligation is such that if the above bounden "Principal" as contractor shall in all respects comply with the terms of the contract and conditions of said contract, and his or its obligations thereunder including the specifications therein referred to and made part thereof and such alterations as may be made in the said specifications as therein provided for, and shall well and truly, and in a manner satisfactory to the County Commissioners of Cambria County, State of Pennsylvania, or an Engineer appointed by them, complete the work contracted for, and shall save harmless the County of Cambria from any expense incurred through the failure of said contractor to complete the work as specified, or for any damages growing out of the carelessness of said Contractor or his or its servant, or for any liability for payment of wages due or materials furnished said Contractor; and shall well and truly pay to all and every person furnishing material or performing labor in and about the construction of said bridge, all and every sum or sums of money due him, them or any of them, for all such labor and materials for which the contractor is liable.

And shall save and keep harmless the said County of Cambria against and from all losses to them, from any cause whatsoever, including patent infringements, in the matter of constructing said Bridge or furnishing materials therefor; then this obligation to be void or otherwise to be and remain in full force and virtue.

Trimmer Whipple (SEAL)
Contractor.

H. E. Trimmer (SEAL)

J. N. Whipple (SEAL)

WITNESS:

Ernest Trimmer

Harry H. H. H.

UNITED STATES FIDELITY AND GUARANTY COMPANY.

Surety Company

By Idney Hall
Vice President.

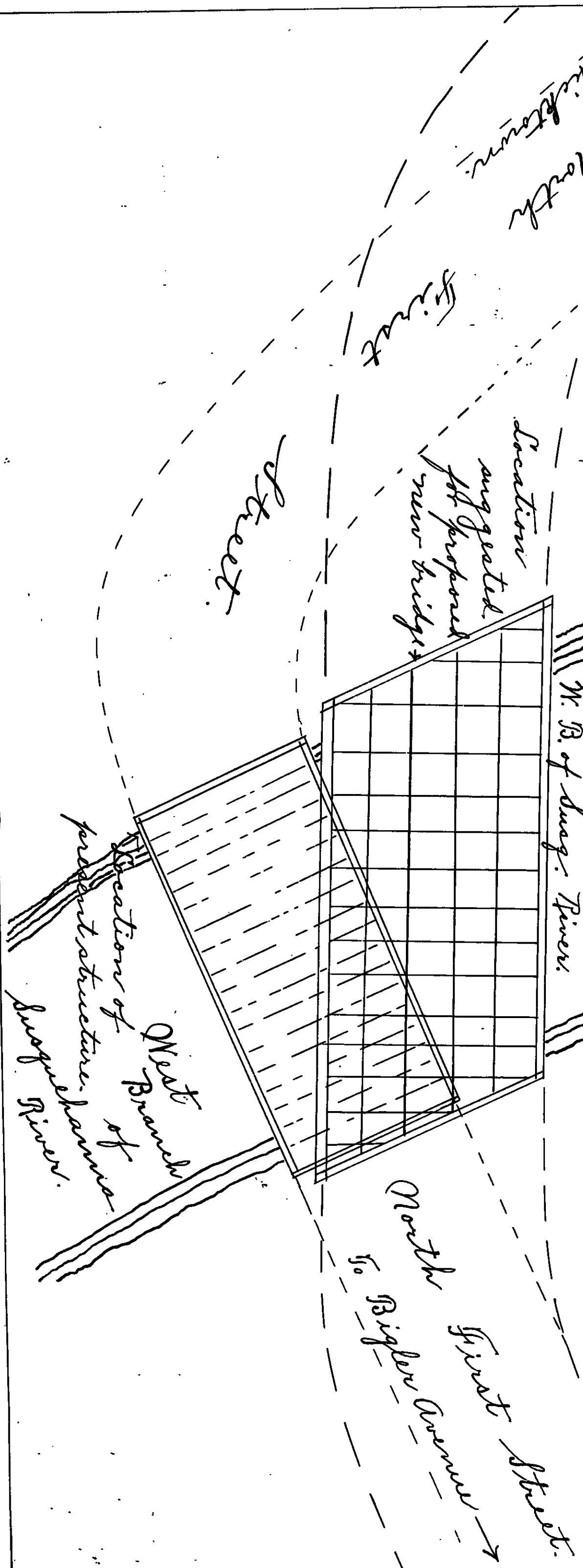
Attest:

M. H. H. H.
Assistant Secretary.

Witness as to Surety:

Helene R. Dreyer
Mildred A. Rawlinson

Sketch showing location of present old bridge, with approaches, and suggested location for a proposed new bridge, with approaches, over the West Branch of the Susquehanna River where North First Street crosses said river in Spangler Borough, Cambria Co., Pa. -
 Viewers appointed by the Court of Quarter Sessions of said county - A. M. Shumaker, J. D. Ritter & Adam Shuman.



No 1 December Term 1919

Plans and specifications,
award of Contractor, contract
and Bond.

For the construction of a
County Bridge over the
Susquehanna River in Spangler
Borough, Cambria County, Pa.

NOW, AUGUST 26 1920, the
within Plans and Specifications,
Contract and Bond are approved

Samuel Lemmon Reed
President Judge of
The Orphans Court
Specially Presiding

Filed 26 August 1920

Now June 14, 1920, a petition having been heretofore presented to this Court for the appointment of viewers to view and report according to law on the erection of a bridge as prayed for in the petition, the Court did appoint proper persons for that purpose who made report that after viewing and examining the premises they are of opinion that a bridge is necessary over the Susquehanna River in the Borough of Spangler at a point on North First Street Crosses said river on the public road leading from Bigler Avenue in said Borough to the Village of Nicktown in the Township of Barr, and further that the expense of constructing a suitable bridge would be greater than the Borough of Spangler should bear, and the said report of the viewers having been filed at March Sessions 1920, of this Court and no exceptions having been filed thereto, the said report was submitted to the Grand Jury at June Sessions of Court 1920, who upon consideration thereof are of opinion that the aforesaid bridge is necessary and that the erection thereof would entail greater expense than the Borough of Spangler Should bear and therefore recommend that the expense of constructing said bridge be borne by the County of Cambria, it is therefore ordered and decreed that the report of the viewers and the recommendation of the Grand Jury be approved and entered of record and that a copy thereof be furnished to the Commissioners of Cambria County by the Clerk of Court of Quarter Sessions thereof.

By the Court
Martin A. [Signature]

Now June 12, 1920, the report of the viewers appointed by the Court of Quarter Sessions of Cambria County to view and determine the necessity for a bridge over the Susquehanna River in the Borough of Spangler, Cambria County, Pennsylvania, having been filed and the viewers having reported in favor of the bridge and further that the expense of constructing a suitable bridge would be greater than the Borough of Spangler should bear, the Grand Jury having considered the matter at June Sessions of the Court, 1920, are of the opinion that a bridge over the Susquehanna River at the point indicated in the viewers report is necessary for the convenience and accomodation of the traveling public and further that the expense of constructing a suitable bridge would be greater than the Borough of Spangler should bear and therefore recommend that the expense of constructing such bridge be borne by the County of Cambria., *and the cost of same not to exceed the sum of twelve thousand dollars "12000", or as much thereof as may be necessary.* George E. Hamilton
Foreman.

No 1 Decumber Term 1919
Road District.

In the Court of Quarter Sessions
of Cambria County.

In re Bridge in the Borough of
Spangler.

Recommendation of Grand Jury and
Decree of Court.

Filed 12 June 1920.

IN THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY, NO. 1, DECEMBER SESSIONS, 1919.

TO THE HONORABLE JUDGES OF THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY,
PENNSYLVANIA.

The Petition of the Commissioners of Cambria County, respectfully
represents:

That it having appeared to the Court, to the Grand Jury, and the
Commissioners of the said County, that a bridge over the West Branch of the
Susquehanna River where First Street crosses said River in the Borough of Spangler,
County of Cambria, was necessary, and that it would be too expensive for the
said Borough to erect said bridge; and the same having been entered of record,
your Petitioners procured an estimate to be made as nearly as might be, of the
expense of the same, and did proceed to have such bridge erected, by entering
into a contract with Trimpey & Whipkey for the building of said bridge for the
sum of TWELVE THOUSAND TWO HUNDRED NINETY and THIRTY ONE-HUNDREDTHS (\$12,290.30)
DOLLARS; and that the said bridge is now completed agreeably to the said contract.
The amount paid on said contract is the sum of \$8,441.10.

Your Petitioners, therefore, pray the Court to appoint Inspectors
to inspect said bridge and the workmanship thereof, agreeably to the Act of
Assembly, and the Supplements and Amendments thereto, and to make report to
your Honorable Court.

Attest:

James W. Thune
Clerk.

T. Stanton Davis
Dwight Roberts
H. B. Heffley
Commissioners of Cambria
County.

COMMONWEALTH OF PENNSYLVANIA, (SS:
COUNTY OF CAMBRIA,

Before me, Frank C. Robb, Clerk of the Court of Quarter Sessions of
Cambria County, appeared T. Stanton Davis, Dwight Roberts and H. B. Heffley,
Commissioners of Cambria County, the above named Petitioners, who in due form
of law did depose and say that the statements set forth in the foregoing Petition
are true and correct to the best of their knowledge and belief.

Sworn and subscribed before me
this 29 day of July,
A. D. 1921.

Frank C. Robb
Clerk of Court of Quarter
Sessions of Cambria County.

T. Stanton Davis
Dwight Roberts
H. B. Heffley

No. 1, December Term, 1919.

IN THE COURT OF QUARTER SESSIONS
OF CAMBRIA COUNTY, PENNSYLVANIA.

PETITION

Of the County Commissioners of
Cambria County for the appointment
of Inspectors to inspect the Bridge
over the West Branch of the Susquehanna River where First Street
crosses said River in the Borough
of Spangler, Cambria County.

DECREE

And now August 1, A. D. 1921,
the within Petition read and con-
sidered and J. G. Ritter,
A. M. McQuinn and
Edmund McQuinn are appoint-
ed to inspect the withinmentioned
bridge and to make report thereof
to the Court at the next term
beginning September 5, 1921.

Samuel L. Thomas
President Judge of
the Orphan Court
Officially Proceeding

Filed Aug. 1, 1921

Walter Jones, Att'y

Commonwealth of Pennsylvania, }
County of Cambria. } SS.

At a Court of Quarter Sessions of the Peace of the County of Cambria held at Ebensburg, in the
said County, on the Tenth day of December A. D. 1919, be-
fore the Honorable Judge of the said Court: Upon the petition of Councilmen of the Borough
of Spangler, in the said County, setting forth that they labor under incon-

venience for want of a bridge ~~road or highway, to lead from~~
over the West Branch of the Susquehanna River, at the place where
North First Street crosses the said River in the Borough of Spangler,
said Street forming part of the public road leading to Nicktown
from Bigler Avenue in the Borough of Spangler, which said Avenue
forms part of the public road leading from Carrolltown to Barnesboro.

That the existing bridge heretofore erected at that location has
become insufficient to properly accommodate the increasing public tra-
vel and furthermore the bridge in its present location forms an angle
with the public road leading from the West side of same which is danger-
ous to the traveling public

That the erection of said bridge would be too expensive for the
Borough of Spangler to bear and cause a great burden upon the
inhabitants thereof.

and therefore praying the Court to appoint proper persons qualified according to law
to view the place for said bridge and inquire whether such bridge
is necessary and the proper location of same

A. M. Shoemaker, surveyor, and

J. D. Ritter and Adam Shuman

viewers, to view the ground proposed for said ~~road~~ bridge, and if they view the same, and shall
agree that there is occasion for such ~~road~~ bridge, they shall proceed to lay out the same, having respect to the
shortest distance and the best ground for a ~~road~~ bridge and in such manner as shall do the least injury to
private property, and also be as far as practicable, agreeable to the desires of the petitioners, and that
they make a report of their proceedings to the next Court of Quarter Sessions to be held for said County,
stating particularly whether they judge the same necessary for a bridge ~~public road or highway~~, together with
a plot or draft thereof, and the courses and distances, and references to the improvements through
which it may pass.

By the Court.

Attest:

Frank C. Robb, Clerk.

NOTE. "It shall be the duty of all persons appointed in the several counties of this Commonwealth to view and review any public or private road or bridge, if they shall decide in favor of locating said road or bridge, to endeavor to procure from the person or persons over whose land such location may be made releases from all claims for damages that might arise from the opening of such road or the building of such bridge; and in every case where said viewers shall fail to procure such releases, and it shall appear to them that any damages will be sustained, it shall be their duty to assess the damages and make report thereof signed by a majority of their number, and return the same, together with all releases obtained, to the Court of Quarter Sessions, and the damages so assessed shall be conclusive, or may be subject to appeal, review or modification, as may be provided by existing laws in the different counties of this Commonwealth."

"The persons appointed as aforesaid shall view such ground, and if they shall agree that there is occasion for a road, they shall proceed to lay out the same, having respect to the shortest distance, and the best ground for a road, and in such manner as shall do the least injury to private property, and also be, as far as practicable, agreeable to the desire of the petitioners."

"The viewers, as aforesaid, shall make report at the next term of said Court, and in the said report shall state particularly: First, who of them were present at the view, second, whether they were severally sworn or affirmed; third, whether the road desired be necessary for a public or private road; they shall also annex and return to the Court a plot or draft thereof, stating the courses and distances, and noting briefly the improvements through which it may pass; and; whenever practicable, the viewers shall lay out the said roads at an elevation not exceeding five degrees (except at the crossing of ravines and streams), where, by moderate filling and bridging, the declination of the road may be preserved within that limit."

NO. 1, Decemb er SESSION, 1912

Order to view

Bridge over the West Branch
of the Susquehanna River, at
the place where North First

Street crosses the said river
in the Borough of Spangler,

said street forming part of the
public road leading to Nicktown
from Bigler Ave. in Spangler

Viewers:
A. M. Shoemaker,
Adam Shuman,
J. D. Ritter,

Clerk Robb, 90 cts.

Filed 1 March 1920 in
Open Court

Frank C. Wolff, Clerk

BRIDGE NOTICE!

Notice is hereby given that the Viewers appointed by the Court of Quarter Sessions of Cambria County, Pa., to view and determine as to the necessity for a new bridge over the North Branch of the Susquehanna River, at the place where North First Street crosses said river in the Borough of Spangler - said street forming part of the public road leading from Nicktown to Spangler - and to determine if said proposed new bridge should be constructed by the County of Cambria:

will meet at the site of said proposed new bridge, in the Borough of Spangler aforesaid, on the ~~23rd~~ day of February 1920, at 10:45 o'clock a.m., for the purpose of performing the duties of their appointment.

A. M. Shoemaker,

J. D. Ritter and

Adam Shuman,

Viewers.

Ebg., Pa. 2/18/ 1920.

Now, Feby. 16th 1920, service of the within notice is
hereby accepted for the Commissioners of Cambria County,
Pennsylvania.

James W. Linn

BRIDGE NOTICE!

Notice is hereby given that the Viewers appointed by the Court of Quarter Sessions of Cambria County, Pa., to view and determine as to the necessity for a new bridge over the North Branch of the Susquehanna River, at the place where North First Street crosses said River in Spangler Borough - said Street forming part of the public road leading from Spangler to Nicktown - and to determine if said new bridge should be constructed by the county of cambria:

will meet at the site of said proposed new bridge, in the Borough of Spangler aforesaid, on the 23rd day of February 1920, at 10:45 o'clock a. m. for the purpose of performing the duties of their appointment.

A. M. Shoemaker,

J. D. Ritter and

Adam Shuman,

Ebg., Pa. 2 // 5 / 1920.

Viewers.

Now, Feby., 1920, service of the within notice is hereby
accepted for the Borough Council of Spangler Borough, Cambria
County, Pennsylvania.

Les A. Kossich Burgess

View of Bridge - Spangler Bros
A. M. Shoemaker

Order	\$.90	
5 Days	37.50	
Engineering work	20.00	
99 miles (two trips)	4.50	\$62.90

Adam Shuman

1 Day	7.50	
68 miles	3.40	\$10.90

J. D. Ritter

1 Day	7.50	
8 miles	4.00	\$11.50

~~Red M. Shoemaker~~
~~Attorney at Law~~
~~Ebensburg, Pa.~~

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R E P O R T O F V I E W E R S .

To the Honorable, the Judges of the Court of Common Pleas of
Cambria County, Pennsylvania.

We, the undersigned members of the board of viewers of Cambria county, appointed by your honorable Court, upon the attached order, and therein directed to view and determine as to the necessity for a new and more permanent bridge over the West Branch of the Susquehanna River at the place where North First Street crosses said river in the Borough of Spangler, Cambria Co., Pa., respectfully report:

That having given due notice of the view and of the time and place of meeting of the viewers to the Commissioners of Cambria County and the Borough Council of the Borough of Spangler, and having them accept service of notices hereto attached, and to the traveling public by printed hand bills posted in public and conspicuous places at and near the site of the bridge to be viewed; and having been first duly qualified according to law to perform the duties of our appointment faithfully, impartially and to the best of our judgment and ability:

All of us met, in accord with the notices so given, at the site of the proposed new bridge and having carefully viewed the premises, inspected the old bridge, investigated and inquired into the necessity for a new, larger and more substantial bridge over the West Branch of the Susquehanna River where North First Street crosses said branch of the Susquehanna River in the Borough of Spangler and are all of the opinion that a new, larger, and more permanent bridge slightly differently located than the present old structure is necessary for the convenience and accommodation of the citizens of the borough of Spangler and the traveling public generally.

The viewers are of the opinion that the cost of constructing a suitable bridge at the site above referred to and more particularly and more definitely located on the plot or draft hereto attached and made a part of this report, will be more than is reasonable the Borough of Spangler should be required to bear and we therefore recom-

mend that the cost of constructing the same should be borne by the County of Cambria.

The Viewers beg leave to suggest that in their opinion the new structure should have a driveway of not less than sixteen feet in width in the clear, and a foot path, at one side of the driveway, of not less than three feet in width; and that the Northerly end of said proposed new bridge should be shifted some twelve feet and the Southerly end some twenty feet down the stream in order that the approaches to the new bridge, where they connect with the street on either side, may form more obtuse angles and thus be safer and more convenient for the traveling public than is the angle at the Southerly end of the present structure.

Witness our hands, this twenty eighth day of February, A. D., 1920.

A. M. Shoemaker.

J. D. Ritter

Adam Shuman

R E P O R T O F V I E W E R S .

To the Honorable, the Judges of the Court of Quarter Sessions
of Cambria County, Pennsylvania.

We, the undersigned members of the Permanent Board of Viewers of Cambria County, appointed by your honorable Court upon the attached order, to view and inspect a certain bridge over the West Branch of the Susquehanna River where First Street crosses said river in the Borough of Spangler, said county and state; respectfully report:-

That having given due notice of the view and of the time and place of meeting of the viewers to the Commissioners of Cambria County and to Trimpy & Whipkey, the contractors, and having been each duly sworn according to law to perform the duties of our appointment faithfully, impartially and to the best of our judgment and ability; all of us visited the said bridge and having gone over the details of the construction of the same with the engineer for the Commissioners of Cambria County and having carefully examined and inspected the said new bridge and find the same to have been completed in a good and workmanlike manner according to the plans and specifications; and recommend that the balance of the contract price - \$3,849.20 - plus - \$474.79 - for extras, as shown on attached estimate, making a total of four thousand three hundred twenty three and 99/100 (\$4,323.99.) be paid by the County Commissioners to Trimpy & Whipkey, the contractors.

Witness our hands this third day of September, A. D. 1921.

A. M. Shoemaker

Adam Shuman

SPANGLER BORO BRIDGE
Estimate of Work Done On Steel Concrete Bridge,
Over Susquehanna River on Road leading from Spangler to Nicktown,
For Month of August, 1921.

ATTACHED FOR PAYMENT

Received the above Amount this _____
Day of _____ 1921.

A. J. Brown
Engineer

Cost of View.

SEP 23 1921 CERTIFIED

A. M. Shoemaker

Sifting Order — \$.90
 2 1/2 Days 18.75
 \$ 19.65

SEP 23 1921 CERTIFIED

Adam Shuman

1 Day — \$ 7.50
 68 miles @ 5 cts. 3.40
 \$ 10.90

SEP 23 1921 CERTIFIED

J. D. Ritter

1 Day \$ 7.50
 4 miles .20
 \$ 7.70

APPROVED FOR PAYMENT
 J. M. Robertson
 N. B. C. Miller
 CONFIDENTIAL

IN THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY, NO. 1, DECEMBER
SESSIONS 1919.

TO THE HONORABLE JUDGES OF THE COURT OF QUARTER SESSIONS OF CAMBRIA
COUNTY, PENNSYLVANIA.

The Petition of the Commissioners of Cambria County,
respectfully represents:

That it having appeared to the Court, to the Grand Jury,
and the Commissioners of the said County, that a bridge over the
West Branch of the Susquehanna River where First Street crosses
said River in the Borough of Spangler, County of Cambria, was
necessary, and that it would be too expensive for the said Borough
to erect said bridge; and the same having been entered of record
your petitioners procured an estimate to be made as nearly as might
be, of the expense of the same, and did proceed to have such bridge
erected, by entering into a contract with Trimpey & Whipkey for the
building of said bridge for the sum of TWELVE THOUSAND TWO HUNDRED
NINETY and THIRTY ONE-HUNDREDTHS (\$12,290.30) DOLLARS: and that the
said bridge is now completed agreeably to the said contract.

The amount paid on said contract is the sum of \$8,441.10.

Your Petitioners, therefore, pray the Court to appoint
Inspectors to inspect said bridge and the workmanship thereof, agree-
ably to the Act of Assembly, and the Supplements and Amendments
thereto, and to make report to your Honorable Court.

T. STANTON DAVIS

(Seal)

DWIGHT ROBERTS

H. B. HEFFLEY

Attest:

JAMES McCLUNE
Clerk.

- D E C R E E -

And now August 1, A. D. 1921, the within Petition read and
considered and J. G. Ritter, A. M. Shoemaker and Adam Shuman are
appointed to inspect the within mentioned bridge and to make report
thereof to the Court at the next term, beginning September 5, 1921.

SAMUEL LEMMON REED,
President Judge of the Orphan's Court.
Specially presiding.

Extract from the Record.

Certified this 1st day of
August, A.D. 1921.

Frank L. Robb.
Clerk of Quarter Sessions.

No. 1 December Sess. 1919.

Order to inspect bridge
over the West Branch of the
Susquehanna River where First
Street crosses said River in
the Borough of Spangler,
Cambria County.

A N D

Report of Viewers ap-
pointed to Inspect same.

*5 Sept 1921 filed
in Open Court
Frank C. Robb
Clerk*

W. L. L.

Clerk Robb90

*5 September 1921 Approved.
By the Court*

IN THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY, Penna.

To the Honorable, the Judges of the above named Court:

The petition of the undersigned, Councilmen of the Borough of Spangler, Cambria County, Pennsylvania, respectfully represent:

That it has become necessary to erect a new bridge to take the place of the existing bridge over the West Branch of the Susquehanna River, at the place where North First Street crosses the said River in the Borough of Spangler, said Street forming part of the public road leading to Nicktown from Bigler Avenue in the Borough of Spangler, which said Avenue forms part of the public road leading from Carrolltown to Barnesboro.

That the existing bridge heretofore erected at that location has become insufficient to properly accommodate the increasing public travel and furthermore the bridge in its present location forms an angle with the public road leading from the West Side of same which is dangerous to the traveling public.

That the erection of such bridge would be too expensive for the Borough of Spangler to bear and cause a great burden upon the inhabitants thereof.

Your petitioners therefore pray the Court to appoint proper persons, qualified according to law, to view the place for said bridge and inquire whether such bridge is necessary and the proper location of same and whether too expensive for said Borough of Spangler to bear and make report of their proceedings to Court.

J. H. Nicholson

W. E. Fox sec.

Timothy McParthy

E. H. Drum

W. A. Leutz

State of Pennsylvania

County of Cambria :ss.

Before the undersigned authority personally
appeared A. E. Fox one of the above
named petitioners, who being duly sworn according to law
deposes and says that the facts set forth in the foregoing
petition are true and correct.

A. E. Fox.
Sworn and subscribed before me this 9th day of December, 1919.

L. H. Fox
Notary Public

Com. Expires March 12th 1921.

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, A. E. Fox
George Nicholson, Wilfred A. Lutz, Timothy McCarthy
of the Borough of Spangler, County of Cambria and State of
Pennsylvania, hereinafter called the Obligors, are held and
firmly bound unto the County of Cambria, hereinafter called the
Obligee, in the sum of Two Hundred Dollars, lawful money of the
United States of America, to be paid to said Obligee, its certain
Attorney, successors or assigns, to which payment well and truly
to be made, we do bind ourselves, our heirs, executors and
administrators, jointly, severally and firmly by these presents.
Sealed with our seals this 9th day of December, 1919.

Whereas the members of Council of the Borough of Spangler
Cambria County, Pennsylvania, have presented to the Court of
Quarter Sessions in and for the County aforesaid, their petition
praying for the appointment of viewers to view and report, etc.,
on the necessity for a new bridge to take the place of the
existing bridge over the West Branch of the Susquehanna River
at the point where North First Street Crosses the same.

Now, therefore, the condition of this obligation is such
that if the above mentioned obligors, their heirs, executors
or administrators, shall and do well and truly pay into the
treasury of the said Obligee, when said proceedings are concluded
such amount of money as the said Court may hereafter by order
lawfully direct the petitioners aforesaid to pay for compensation
of viewers, etc., without any fraud or further delay, then the
above obligation to be void, or else to be and remain in full
force and virtue.

Witness Present:

Thomas Watson

J. G. Nicholson (SEAL)
A. E. Fox (SEAL)

Timothy M. McCarthy (SEAL)

Wilfred A. Lutz (SEAL)

E. J. Thompson (SEAL)

____ (SEAL)

____ (SEAL)

December 9, 1919, the above bond approved.

By the Court

No 1 December Term 1919

In the Court of Quarter
Sessions of Cambria County, Pa.
No December Sessions, 1919

Petition of Members of Council
of the Borough of Spangler
for the Appointment of Viewers
for a New Bridge.

Filed 10 December 1919.

And now, December ^a 10 1919,
the within petition read and
considered, *A. M. Shornick*

J. D. Rutter & Adams

Shornick

are appointed viewers as within
prayed for.

By J. H. Vestover

J. Harrison Vestover